

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

PAUL E. DOLAN, III,
Plaintiff,

v.

MENDOCINO WINE GROUP, LLC,
Defendant.

Case No. [13-cv-04114-JCS](#)

**AMENDED¹ ORDER GRANTING
MOTION TO ENFORCE SETTLEMENT
AGREEMENT**

Dkt. No. 76

Defendant Mendocino Wine Group, LLC (“MWG”) filed a motion on July 7, 2014 (Dkt. 76) to enforce a settlement agreement between MWG and plaintiff Paul E. Dolan, III. In light of Mr. Dolan’s Statement of Non-Opposition (Dkt. 83), the Court finds the motion suitable for determination without oral argument, *see* Civil L.R. 7-1(b), **vacates the hearing scheduled for August 22, 2014**, and rules as follows:

1. MWG’s Motion to Enforce Settlement Agreement is GRANTED.
2. The terms of the settlement agreement as expressed in Exhibit C to the Declaration of Christopher T. Holland in Support of MWG’s Motion to Enforce Settlement Agreement and entered into by the parties are to be enforced in their entirety.
3. Pursuant to the terms of the settlement agreement between the parties, the above-captioned action is DISMISSED WITH PREJUDICE. The clerk is instructed to close the file in this case.

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¹ This Amended Order is identical to the Order filed August 6, 2014 (Dkt. 84) except to correct a clerical error in the first sentence.

1 4. The Court recommends to the Mendocino Superior Court that the other case
2 resolved by the parties' settlement agreement, *Dolan v. Mendocino Wine Group, LLC, et al.* (Case
3 Number SC-UK-CF-G-12-59846), likewise be dismissed with prejudice.

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5 **IT IS SO ORDERED.**

6 Dated: August 7, 2014

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8 JOSEPH C. SPERO
United States Magistrate Judge

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United States District Court
Northern District of California